

LICENSE AGREEMENT

This **Legal Agreement** (“Agreement”) is made and entered into and effective as of January 1, 2025 (“Effective Date”) and by and between Sports Drink, LLC (“Company”) and Student-Athlete (“Athlete”).

1. License, Use, and Limitations

- a. **Grant of License:** The Athlete hereby grants to the Company a non-exclusive license to use the Athlete’s Name, Image, and Likeness (collectively, “NIL”), including their full name, photographs, and video likeness, solely for the purpose of promoting the Company’s sports drink products (the “Products”) in advertisements and on product packaging.
- b. **Ownership and Control:** The Athlete retains full ownership of their NIL. The Company may not alter the Athlete’s NIL (e.g., edit photos or videos) beyond basic resizing without the Athlete’s written consent.
- c. **Grant of Exclusive License:** During the term of this Agreement, the Athlete will not grant any other person, company, or brand the right to use their NIL to promote sports drinks or related products (“Competitive Products”) , and Athlete will refrain from publicly purchasing, mentioning, or interacting with any Competitive Products. Competitive Products will be defined as and limited to: Gatorade, Powerade, Body Armor, and Propel.
- d. **Scope of Use:** The Company may use the Athlete’s NIL in print ads, social media posts, and on Product cans and bottles sold in the United States. Any other use, including different products or regions, requires the Athlete’s prior written approval.
- e. **Perpetual Use of Name, Image, and Likeness:** Company shall have the right to use in perpetuity, such advertising materials for internal purposes such as historical, educational or commemorative purposes, provided any such use shall not suggest or imply a continued endorsement or sponsorship relationship between Athlete and Company.
- f. **Term of Use:** This license is effective from June 1, 2025, to May 31, 2026, unless terminated earlier as provided in this Agreement (“Term”). The Company may not use the Athlete’s NIL after this term without a new written agreement.
- g. **Approval of Advertising:** Athlete will be given 3 days to approve of any use of their Name, Image, and Likeness in advertising and promotion of the Company’s Product.

2. Student-Athlete Duties and Obligations

- a. **Services:**
 - i. Athlete shall provide the following services to the Company during the Term of this Agreement:
 1. 5 Instagram posts with Products with a link to the product website
 2. 10 Instagram story posts with videos and/or pictures of the Product
 3. Autograph 1,000 bottles of the Product for a promotional giveaway

- b. Non-Disparagement: The Athlete shall not (a) knowingly make any damaging or harmful statements—spoken, written, or online—about Company and Company’s products; or (b) do anything which might reasonably be considered to be immoral, scandalous or obscene, or otherwise damage the reputation of the Company during the term of this Agreement.
- c. Non-Compete: The Athlete agrees not to engage in or endorse any business that competes with the Company during the term of this Agreement and for one year after termination. This includes the use of the Athlete’s NIL with any sports drink or related competitor without prior written consent from Company.

3. Company Duties and Obligations

- a. Payment and Compensation:
 - i. Company shall provide Athlete \$10,000 for Student-Athlete’s NIL and the services required under Section 2a of this Agreement.
 - ii. Company shall pay Athlete within 5 business days of this Agreement being signed.

4. Termination

- a. Either party shall have the right to immediately terminate this Agreement during the Term if the other Party materially breaches its duties and obligations and such breach remains uncured.
- b. Either party may terminate this Agreement for any reason at any time by providing 14 days written notice to the other party.
- c. Termination for NCAA or School Compliance: Company acknowledges and agrees that this Agreement is subject to the approval of Athlete’s postsecondary educational institution (or other academic institution) as is, or may be, required by applicable state law or governmental mandate.

5. Indemnification

- a. Company agrees to be solely responsible for, defend, hold harmless and indemnify Athlete from and against third party claims, demands, suits, losses, damages, and expenses thereof (including reasonable attorney’s fees) resulting from this Agreement, including: (i) Company’s negligent acts or omissions; (ii) a material breach of this Agreement by Company; (iii) any Company’s advertising, promotion or publicity proven to utilize false, misleading or deceptive advertising, or any unpermitted usage of Athlete’s NIL; and (v) any violation of applicable law, rule or regulation by Company in performing its obligations hereunder.
- b. Athlete agrees to defend, hold harmless and indemnify Company, from and against any third party claims, demands, suits, losses, damages, and expenses thereof (including reasonable attorney’s fees) arising out of, or in any way connected to: (i) any negligent actions or omissions of Athlete in the performance of the services under this Agreement; and (ii) any material breach of this Agreement by the Athlete.

6. Miscellaneous

- a. Independent Contractor Relationship: Athlete shall be considered an independent contractor. Nothing in this Agreement shall be construed as establishing an employer/employee relationship. Athlete shall be solely responsible for the payment of all income taxes on the compensation received pursuant to this Agreement.

- b. Force Majeure: Neither the Athlete nor the Company will be responsible for failing to meet their obligations under this Agreement if an extraordinary event beyond their control—like earthquakes, floods, pandemics, government shutdowns, or riots—prevents them from performing, such as the Athlete NIL for the Company’s protein shake campaign (“Campaign”).
- c. No assignment: The rights, duties and obligations of Athlete set forth in this Agreement may not be assigned, delegated, or otherwise transferred in any way or in whole or in part, whether voluntarily or involuntarily, without the express written consent of Company. This Agreement shall inure to the benefit of any permitted successors and permitted assigns and shall be binding upon any such successors and assigns.
- d. Governing Law/Arbitration: This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without giving effect to its principles of the conflict of laws. If a dispute arises under this Agreement which cannot first be resolved through good faith negotiations, the dispute will be submitted to arbitration and resolved by a single arbitrator. The award or decision rendered by the arbitrator is final, binding and conclusive and any court may enter judgment upon the award.
- e. Confidentiality: The terms and conditions of this Agreement are confidential, and, therefore, shall not be made available to any third parties without the prior written consent of the parties to this Agreement, with the exception only of disclosure to such party’s agents, attorneys, accountants, representatives, or employees, and except as may be required by law or applicable legal proceeding.
- f. Notices: Any notice required under this Agreement, such as termination, payment disputes, or changes to the use of the Athlete’s NIL, must be in writing and sent by email, certified mail, or a recognized delivery service (e.g., FedEx).
- g. Entire Agreement: This Agreement constitutes the entire understanding between the Athlete and Company and cannot be altered or modified except by an agreement in writing signed by both parties. Upon its execution, this Agreement shall supersede all prior negotiations, understandings and agreements, whether oral or written, and such prior agreements shall thereupon be null and void and without further legal effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

ATHLETE

By _____

Name:

Title:

COMPANY

By _____

Name:

Title: